

## "EXHIBIT NO. 1"

THIS AGREEMENT, Made and executed this \_\_\_\_\_ day of January, 1954 (as of the day of the execution by the last signatory hereto, although such execution may be after the execution by the undersigned, executed in thirty \_\_\_\_\_ original counterparts, of which this original counterpart is number \_\_\_\_\_, by and between, and among Better Homes Equipment Company, Colonial Hardwood Flooring Company, Capital Contracting Company, Devlin Lumber & Supply Corp., Frederick Welding & Supply Co., Frederick Underwriters, H. Frank Foland & Son, Fisher's, M. J. Grove Lime Co., Hamilton Homes, Inc., Kaempf & Harris, Richard F. Kline, Nova Sales Co.; The Potomac Edison Company; James L. Rimler, T. Edgie Russell, Edward D. Storm, Cleon R. Stull, Sr., Harry Thomas; Treeland Nurseries, W. R. Winslow Co., Waverly Distributors, Frederick Trading Co., N. W. Etzler Co., Alfred M. Rinaudot, Parties of the First Part, hereinafter sometimes referred to as "Creditors", and Bronson Corporation (formerly known as Bronson Construction Corporation), a body corporate of the State of Maryland, Party of the Second Part, hereinafter sometimes referred to as "Bronson", and J. Vernon Summers, Trustee, Party of the Third Part, hereinafter sometimes referred to as "Trustee".

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), in hand paid by each party to the other, the receipt of which is hereby acknowledged, and further in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

FIRST: The Creditors and each of them hereto undersigned, do hereby individually, severally, and collectively, assign, transfer, convey and set-over unto the Trustee, each and every claim and all claims, demands, actions at law or in equity against said Bronson Corporation, irrevocably for a period of nine months from the latest date of the execution of any of the original counterparts hereto, to hold in trust for the respective benefit of each creditor signatory hereto, to the end that the Trustee shall hold legal title to each such claim, demand or action at law or in equity herein assigned by the Execution hereof.

SECOND: The Creditors and each of them, shall not attempt or suffer, the legal or equitable prosecution of their respective claims or claim for said period of nine months, nor resort to, nor invoke in any fashion whatsoever, the jurisdiction of any court or courts of record or not of record, of the State of Maryland, or the United States of America for the reduction or perfection of its, their or his, claim or claims against the said Bronson Corporation to judgment or other equitable or legal lien.

THIRD: The Creditors shall accept from the Trustee the distributions hereinafter provided for, as made, as partial payment, in the instance of each payment in distribution, it being understood and agreed that such payment shall be made on a pro rata basis, from time to time, both method and time as hereinafter provided for.

FOURTH: The Creditors agree and promise that before such pro rata distributions to creditors are made (as hereinafter provided for) there shall be paid by the Trustee or by Bronson the following:

- (a) Taxes due the City of Frederick, 1953;
- (b) Taxes due the State and County, 1953;
- (c) When settlements of houses and lots in Toll Gate Manor are effected (ie. when title is transferred from Bronson to any other person) certain paving, sewage, and water lines, and curb and gutter assessments due the City of Frederick;